IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O. O. C. J.

SUMMARY SUIT NO.2298 OF 2006

Bhabutmal D. Jain ..Plaintiff.
Vs.
Satish K. Ganorkar & Anr. ..Defendants.

....

Mr. Bhavik P. Manek i/b Mr. Anil Sampat for the Plaintiff.
None for the Defendants.

....

CORAM: **DR. D.Y. CHANDRACHUD, J.**
10th April, 2007.

P.C. :

1. The suit under Order 37 of the Code of Civil Procedure 1908 is based on a Bill of Exchange drawn on 1st March, 2005 in the total amount of Rs.3,25,000/- by the First Defendant on the Second Defendant. The Second Defendant accepted the Bill of Exchange. On presentation on 3rd April, 2005 the Second Defendant did not honour the Bill of Exchange. The First Defendant is stated to have indicated his inability to pay the dues at once, but a payment of Rs.25,000/- is stated to have been made in cash. A post dated cheque in the amount of Rs.3 lacs was handed over by the First Defendant, but was dishonoured on presentation on or about 17th

April, 2006. A notice of demand was issued to the Defendants on 17th May, 2006. The notice was replied by the First Defendant's advocate on 1st June, 2006 to which the Plaintiff submitted a reply on 8th June, 2006.

2. The Defendants have not entered appearance despite service of the writ of summons. An affidavit of service has been filed. A compilation of the original documents has also been filed on the basis of which the claim is established. The claim in the suit falls within the purview of Order 37 of the Code of Civil Procedure. The suit is accordingly decreed as prayed, subject to the modification that the Plaintiff will be entitled to interest at the rate of 9% per annum from the date of the institution of the suit until the date of the decree and at the same rate from the date of the decree until payment or realization.

Refund of Court Fess, if any, as per rules.